"Cay or			÷	
AMENDMENT OF SOLICITATION	/MODIFICATION OF	CONTRACT	1. Confract ID	CODE PAGE OF PAGES
		*		1 3
2. AMENDMENT/MODIFICATION NO Eight (8)	3. EFFECTIVE DATE	4. REQUISITION/I	PURCHASE REQ NO.	5. PROJECT NO (If applicable)
6. ISSUED BY CODE		7. ADMINISTERE	D BY (If other than Item (6) CODE
FAA, MIKE MONRONEY AERONA CONTRACT MANAGEMENT TEA P O BOX 25082 OKLAHOMA CITY OK 73125-4929	M AMQ-340			
8. NAME AND ADDRESS OF CONTRACTOR	R (No., street, county, State and	ZIP Code)	(X) 9A. AMENDMEN	NT OF SOLICITATION NO
WASHINGTON CONSULTIN 4915 AUBURN AVENUE, SUI BETHESDA, MD 20814-2636			9B. DATED (SEE 10A. MODIFICAT X DTFA-02-01- 10B. DATED (SE	FION OF CONTRACT/ORDER -D-12553
CODE	FACILITY CODE		-	
		AMENDMENTO	January 30,	
() The above numbered solicitation is amended as set if	EM ONLY APPLIES TO			
IT MODIFI (X) A. THIS CHANGE ORDER IS ISSUED PURSUA	CLEDGMENT TO BE RECEIVED AT FFER. If by virtue of this amendment y d this amendment, and is received prior DATA (If required) APPLIES ONLY TO MC ES THE CONTRACT/OR NT TO: (Specify authority) THE CHAN	THE PLACE DESIGNATED OU desire to change an offer a to the opening hour and date DDIFICATIONS OR DESIGNATIONS OR DESIGNATIONS OF THE PROPERTY OF THE PROPERTY OF THE PLACE OF	F CONTRACTS/OR SCRIBED IN ITEM 1 14 ARE MADE IN THE CONT	DERS, 14. TRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORI appropriation date, etc.)SET FORTH IN C. THIS SUPPLEMENTAL AGREEMENT IS EN	ITEM 14, PURSUANT TO THE AUT	HORITY OF AMS.	NGES(such as changes in p	raying office,
D. OTHER (Specify type of modification as	nd authority)			
X Bilateral - Mutual Agreement of	of the Parties		•	
E. IMPORTANT: Contractor [] is no	t, [XX] is required to sign this	document and return [3] copies to the issuing of	office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized	hy UCF section headings, including sol	icitation/contract xubject mat	ter where feasible.)	
Contract DTFA-02-01-D-12553 is mo See Pages 2 and 3 for Deta				
Except as provided herein, all terms and conditions of the do	ocument referenced in item 04 104	an hamatafana at		1.00
15A. NAME AND TITLE OF SIGNER ((Type or print			is unchanged and in full force and LE OF CONTRACTING OFFICE	
JOHN A. MARTIN		I .	NE T. PARRISH	SER (Type of printy
ChIEF FINANCIA	re officer	Contractin		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATE		16C DATE SIGNED
(Signature of person authorized to sign)	8/26/0	BY: Christ	inedtarre	AUG 3 2002
(Tara of person dannin Lea to sign)	1 0/0	(Sign	nature of Contracting Officer)	

- I. This contract modification sets forth changes to the following:
 - a. Appendix 1 to Section C, Scope of Work Clause
 - b. Clause H.21, Key Personnel and Facilities
 - c. Clause H.25, Contractor Personnel Suitability Requirements
 - d. Clause H.27, Personnel Security Requirements
 - e. Section J, List of Attachments
- II. Pages 2 and 3 of Appendix 1 to Section C, Scope of Work, are deleted in their entirety and replaced with attached Section C, Appendix 1, Pages 2 and 3 Modification Eight.

Pursuant to Section C.8.1.2 and Clause F.4, entitled "Place of Performance", the Government elects to add the Addison Air Traffic Control Tower (ATCT) to the list of established facilities under this contract. The Contractor shall commence services within thirty (30) days of receipt of the approved Transitional Implementation Plan (TIP) for the Addison satellite facility. Therefore, Appendix 1 of Section C is revised to include:

Addison ATCT (DFW-ADS) Satellite (S)

The address listed for the Jacksonville ARTCC has changed. Therefore, the address for the Jacksonville ARTCC is deleted and replaced with the following:

Jacksonville ARTCC 37075 Aviation Lane Hilliard, FL 32046

A vertical bar in the right hand column of the attached Section C, Pages 2 and 3 - Modification Eight indicates the revisions.

- III. Page 12 Modification Four of Section H, Special Contract Requirements, is deleted in its entirety and replaced with attached Section H, Page 12 Modification Eight. Clause H.21, Key Personnel and Facilities, is updated to include additions and changes in key personnel under the contract. A vertical bar in the right hand column of the attached Section H, Page 12 Modification Eight indicates the revisions.
- IV. Page 17 Modification Four of Section H, Special Contract Requirements, is deleted in its entirety and replaced with attached Section H, Page 17 Modification Eight. Paragraph (g) of Clause H.25 is modified to extend the time for contractor submission of the monthly reports to the Servicing Security Element. A vertical bar in the right hand column of the attached Section H, Page 17 Modification Eight indicates the revisions.
- V. Page 20 of Section H, Special Contract Requirements, is deleted in its entirety and replaced with attached Section H, Page 20 Modification Eight. Clause H.27, Personnel Security Requirements, is revised to delete the Secret level clearance for the performance of work at the Anchorage Air Route Traffic Control Center. A vertical bar in the right hand column of the attached Section H, Page 20 Modification Eight indicates the revisions.

VI. Delete Page 2 – Modification Six of Section J, List of Attachments, and replace with the attached Section J, Page 2 – Modification Eight.

Pursuant to Section C.4.19.2, the Transitional Implementation Plan for the Addison Air Traffic Control Tower (ATCT) is incorporated by reference in Section J as Attachment 18 to the contract.

VII. The total estimated value of the contract remains unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A (on page 1 of 1), as heretofore changed, remains unchanged and in full force and effect.

PART I – THE SCHEDULESECTION B – SUPPLIES/SERVICES & PRICE/COST

OPTION I (Effective October 1, 2001 through September 30, 2002)

CLIN 1001 – Contract Director

The Contractor shall provide a full-time Contract Director, in accordance with Sections 8.2.1, 8.2.2.1 and 8.8 of the Statement of Work.

Minimum	Maximum	Hourly	Minimum Price	Maximum
Hours	<u>Hours</u>	<u>Rate</u>		<u>Price</u>
1,880	2,050	\$66.281	\$124,608.00	\$135,876.05

CLIN 1002 – Contract Administrative Assistant

The Contractor shall provide a Contract Administrative Assistant, in accordance with Sections 8.2.1, 8.2.2.2 and 8.8 of the Statement of Work.

Minimum	Maximum	Hourly	Minimum Price	Maximum
<u>Hours</u>	<u>Hours</u>	<u>Rate</u>		<u>Price</u>
1,880	2,045	\$28.093	\$52,815.00	\$57,450.19

CLIN 1003 – Contract Site Supervisor

The Contractor shall provide Contract Site Supervisors, in accordance with Sections 8.2.3, 8.2.3.1 and 8.8 of the Statement of Work.

Minimum	Maximum	Hourly	Minimum Price	Maximum
<u>Hours</u>	<u>Hours</u>	<u>Rate</u>		<u>Price</u>
53,580	69,800	\$40.779	\$2,184,939.00	\$2,846,374.00

CLIN 1004 – Administrative Assistant

The Contractor shall provide Administrative Assistants, in accordance with Sections 8.2.4, 8.2.4.1 and 8.8 of the Statement of Work.

Minimum	Maximum	Hourly	Minimum	Maximum
<u>Hours</u>	<u>Hours</u>	<u>Rate</u>	<u>Price</u>	<u>Price</u>
53,580	132,000	\$19.478	\$1,043,631.00	\$2,571,096.00

PART I – THE SCHEDULE SECTION B – SUPPLIES/SERVICES & PRICE/COST

CLIN 1005 - Instructor

The Contractor shall provide Instructors, in accordance with Sections 8.3 through 8.8 of the Statement of Work.

Minimum	Maximum	Hourly	Minimum	Maximum
<u>Hours</u>	<u>Hours</u>	<u>Rate</u>	<u>Price</u>	<u>Price</u>
53,580	453,661	\$33.753	\$1,808,486.00	\$15,312,419.73

CLIN 1006 – Remote Pilot Operator

The Contractor shall provide Remote Pilot Operators, in accordance with Sections 8.8 and 8.9 of the Statement of Work.

Minimum	Maximum	Hourly	Minimum	Maximum
<u>Hours</u>	<u>Hours</u>	<u>Rate</u>	<u>Price</u>	<u>Price</u>
2,750	100,000	\$20.450	\$56,238.00	\$2,045,000.00

CLIN 1007 – Computer-Based Instruction Administrator (CBIA)

The Contractor shall provide Computer Based Instruction Administrators, in accordance with Sections 8.8 and 8.10 of the Statement of Work.

Minimum	Maximum	Hourly	Minimum Price	Maximum
Hours	<u>Hours</u>	<u>Rate</u>		<u>Price</u>
53,580	79,000	\$25.594	\$1,371,327.00	\$2,021,926.00

CLIN 1008 – Other Direct Costs (ODCs)

As individual NTR's are prepared, each request will identify the estimated equipment, supplies and/or travel costs associated with that particular NTR. Since the actual amount of these costs will not be known by either party at the time of issuance of the NTR, both parties will agree on Not-To-Exceed (NTE) costs for equipment, supplies and/or travel required to support the efforts required. Estimates may be adjusted during performance of the NTR.

Minimum	Maximum
<u>Price</u>	<u>Price</u>
-0-	\$300,016.03

PART I – THE SCHEDULE SECTION B – SUPPLIES/SERVICES & PRICE/COST

CLIN 1009 – Technical/Management Data

Technical/Management Data, in accordance with Section 6.0 of the Statement of Work.

-NSP-

Total Minimum	Total Maximum	Total Minimum	Total Maximum
Hours	Hours	Price	Price
220,830	838,556	\$6,642,044.00	\$25,290,158.00

OPTION II (Effective October 1, 2002 through September 30, 2003)

CLIN 2001 – Contract Director

The Contractor shall provide a full-time Contract Director, in accordance with Sections 8.2.1, 8.2.2.1 and 8.8 of the Statement of Work.

Minimum	Maximum	Hourly	Minimum	Maximum
<u>Hours</u>	<u>Hours</u>	<u>Rate</u>	<u>Price</u>	<u>Price</u>
1,880	2,000	\$68.252	\$128,314.00	\$136,504.00

CLIN 2002 – Contract Administrative Assistant

The Contractor shall provide a Contract Administrative Assistant, in accordance with Sections 8.2.1, 8.2.2.2 and 8.8 of the Statement of Work.

Minimum	Maximum	Hourly	Minimum	Maximum
<u>Hours</u>	<u>Hours</u>	Rate	<u>Price</u>	<u>Price</u>
1,880	2,000	\$28.923	\$54,375.00	\$57,846.00

CLIN 2003 – Contract Site Supervisor

The Contractor shall provide Contract Site Supervisors, in accordance with Sections 8.2.3, 8.2.3.1 and 8.8 of the Statement of Work.

Minimum	Maximum	Hourly	Minimum	Maximum
<u>Hours</u>	<u>Hours</u>	<u>Rate</u>	<u>Price</u>	<u>Price</u>
54,520	63,800	\$41.993	\$2,289,458.00	\$2,679,153.00

Page 2 – Modification Eight

APPENDIX 1 LIST AIR TRAFFIC FACILITIES AND SATELLITE FACILITIES

Facility (F) or Satellite (S): S Location Identifier: 190-HOB Houston ATCT William P. Hobby Airport 8902 Paul B. Koonce Drive Houston, TX 77061	Facility (F) or Satellite (S): F Location Identifier: ZHU Houston ARTCC Intercontinental Airport 16600 J.F. Kennedy Blvd. Houston, TX 77032	F	Facility (F) or Satellite (S): S Location Identifier: 190-IAH Houston ATCT 2700 West Terminal Road Suite 200 Houston, TX 77032
Facility (F) or Satellite (S): F Location Identifier: ZID Indianapolis ARTCC 1850 South Sigsbee Indianapolis, IN 46241	Facility (F) or Satellite (S): F Location Identifier: I90 Houston TRACON Intercontinental Airport 2700 West Terminal road Houston, TX 77032	F	Facility (F) or Satellite (S): S Location Identifier: ZJX-JAX Jacksonville ATCT Jacksonville Int'l. Airport 14400 Whirlwind Avenue Jacksonville, FL 32229
Facility (F) or Satellite (S): F Location Identifier: ZKC Kansas City ARTCC 250 South Rogers Road Olathe, KS 66062	Facility (F) or Satellite (S): F Location Identifier: ZJX Jacksonville ARTCC 37075 Aviation Lane Hilliard, FL 32046	F	Facility (F) or Satellite (S): F Location Identifier: ZLC Salt Lake City ARTCC 2150 West 700 North Salt Lake City, UT 84116
Facility (F) or Satellite (S): S Location Identifier: ZLC-SLC Salt Lake City ATCT Salt Lake City Int'l. Airport P.O. Box 22085 AMF Salt Lake City, UT 84122	Facility (F) or Satellite (S): F Location Identifier: ZLA Los Angeles ARTCC 2555 East Avenue "P" Palmdale, CA 93550	F	Facility (F) or Satellite (S): F Location Identifier: ZME Memphis ARTCC 3229 Democrat Road Memphis, TN 38118
Facility (F) or Satellite (S): S Location Identifier: ZME-MEM Memphis ATCT Memphis Int'l. Airport New ATCT Building 2515 Winchester Road Memphis, TN 38116	Facility (F) or Satellite (S): F Location Identifier: ZMA Miami ARTCC 7500 N.W. 58th Street Miami, FL 33166	F	Facility (F) or Satellite (S): F Location Identifier: ZNY New York ARTCC MacArthur Airport Ronkonkoma, NY 11779
Facility (F) or Satellite (S): F Location Identifier: ZOA Oakland ARTCC 5125 Central Avenue Fremont, CA 94536	Facility (F) or Satellite (S): F Location Identifier: ZMP Minneapolis ARTCC 512 Division Street Farmington, MN 55024	F	Facility (F) or Satellite (S): F Location Identifier: ZSE Seattle ARTCC 3101 Auburn Way South Auburn, WA 98002
Facility (F) or Satellite (S): S Location Identifier: ZSE-PDX Portland ATCT 1800 N.E. 25th Avenue Hillsboro, OR 97124	Facility (F) or Satellite (S): F Location Identifier: ZOB Cleveland ARTCC 326 East Lorain Street Oberlin, OH 44074	F	Facility (F) or Satellite (S): F Location Identifier: ZSU San Juan CERAP DOT/FAA 5000 Carr. 190 Carolina, PR 00979

APPENDIX 1 LIST AIR TRAFFIC FACILITIES AND SATELLITE FACILITIES

Facility (F) or Satellite (S): **F**Location Identifier: **ZTL**Atlanta ARTCC
299 Woolsey Road
Hampton, GA 30228

Facility (F) or Satellite (S): **S**Location Identifier: **ZSESEA**Seattle/Tacoma ATCT
Administration Building, Room 417
Sea-Tac Int'l. Airport
Seattle, WA 98158

Facility (F) or Satellite (S): **S**Location Identifier: **ZDV-DIA**Denver ATCT
Denver International Airport
R19-2/19-3
Denver, CO 80249-6361

Facility (F) or Satellite (S): **S**Location Identifier: **ZJX-SAV**Savannah ATCT/TRACON
Savannah International Airport
300 Aggett Drive
Savannah, Georgia 31408

Facility (F) or Satellite (S): **S**Location Identifier: **ZTL-A80**Atlanta TRACON
784 South Highway 74
Peachtree City, GA 30269

Facility (F) or Satellite (S): **F**Location Identifier: **PCT**Potomac TRACON
3699 Macintosh Drive
Warrenton, VA 20187

Facility (F) or Satellite (S): S Location Identifier: ZLA-LAX Los Angeles ATCT Los Angele Int'l. Airport 245 World Way North Los Angeles, CA 90045 Facility (F) or Satellite (S): S Location Identifier: ZSUSJU San Juan ATCT LMM Int'l Airport 14th Floor Puerto Rico, Carolina, 00979 Facility (F) or Satellite (S): **S**Location Identifier: **ZSE-HIO**Hillsboro ATCT
N.E. 25th Avenue
Hillsboro, OR 97124

Facility (F) or Satellite (S): **S**Location Identifier: **ZSE-EUG**Eugene ATCT
Mahlon-Sweet Airport
28833 Douglas Drive
Eugene, OR 97402

Facility (F) or Satellite (S): **S**Location Identifier: DFW-ADS
Addison ATCT
16000 Dooley Road
Addison, TX 75244-2107

PART I – THE SCHEDULESECTION H – SPECIAL CONTRACT REQUIREMENTS

H.21 KEY PERSONNEL AND FACILITIES – AMS 3.8.2-17 (July 1996)

- (a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.
- (b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.
- (d) The key personnel and/or facilities under this contract are:

CSS – Bob Ulmer, ZAB	CSS – Thomas Cetlinski, ZAN
CSS – Robert Sturdevant, ZTL	CSS – Jim Stokes, ZBW
CSS – Bill Niemeyer, ZAU	CSS – Jim Harrison, C90
CSS – James Ervin, ZOB	CSS – Don Long, ZDV
CSS – Bob Hubbert, DFW	CSS – Jim Kelsoe, ZFW
CSS – Bob Talley, ZFW (shared)	CSS – Able Degagne, HCF
CSS – Max Taggart, ZHU	CSS – Joe Hayes, ZID
CSS – John Knisley, ZJX	CSS – Mike Brown, ZKC
CSS – Jake Garland, ZLA	CSS – John Alexander, ZME
CSS – Jake Garland, ZLA CSS – Jonathan Smith, ZMA	CSS – Clyde Hansen, ZMP
CSS – Johannan Shinin, Zivia CSS – Louis DeLuca, ZNY	CSS – Cryde Hansen, Zivii CSS – Roger Stebbins, N90
•	
CSS – Glenn Coon, ZOA	CSS – Doug McCready, O90/NCT
CSS – Richard Smith, ZSU	CSS – Bill Higgs, ZLC
CSS – Roger Rowe, ZSE	CSS – Tony Rivas, SCT
CSS – John Bentley, ZDC	CSS – Peter Molony, PCT
CSS – Donald Endsley, I90	CD – Russell Mears
Alternate CD – Charles Sears	CAA – Ronda Jolls
Alternate CD – George Harvey	Alternate CAA – De Ann Stoner

[List key personnel and/or facilities]

PART I – THE SCHEDULESECTION H – SPECIAL CONTRACT REQUIREMENTS

Federal Aviation Administration, Mike Monroney Aeronautical Center Mgr., Investigations and Internal Security Branch, AMC-700 6500 South MacArthur Boulevard Oklahoma City, OK 73125

(3) The Contractor may request from MMAC Security Office a list of all employees that have been processed and are listed as working under this contract. The Contractor shall ensure that all employees working under this contract, that do not appear on the list provided by the MMAC Security Office, submit the appropriate security information promptly within thirty (30) days of receipt of the aforementioned list.

The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

- (e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.
- (f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has granted its approval of the forms. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:
- (1) the submittal of all necessary forms within 30 days, but not to exceed a maximum of 30 days, and
- (2) completion of a suitability investigation by the SSE, subject to the following conditions: NONE

If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the Contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

- (g) As applicable, the Contractor shall submit monthly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the twentieth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (date of birth and social security number shall be omitted from CO and Operating Office copies of report(s)).
- (h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (C) of this Clause is terminated from performance on the contract.

PART I – THE SCHEDULE SECTION H – SPECIAL CONTRACT REQUIREMENTS

Evidence of an equivalent previous investigation under these guidelines will be sufficient, at the Government's discretion, to allow contract employee admittance to an FAA facility. However, in the situations described in (b)(2) and (b)(3), a renewal of the security clearance must be obtained in a timely manner to facilitate continued admittance. The Director, Defense Industrial Security Clearance Office, Defense Investigative Service, Columbus, Ohio 43216, is responsible for processing and granting all industrial personnel security clearances required by this contract.

Anchorage ARTCC Special Clearance Requirements — Contractor personnel shall obtain and possess a Secret level clearance for the performance of work at the Anchorage Air Route Traffic Control Center. Attachment 6 (DOD Contract Security Classification Specification—DD form 254) of the Statement of Work discusses security requirements at this site.

DELETE

Law Infractions - Upon learning that a contract employee performing work under this contract has been arrested or detained by a law enforcement authority for any offense other than a minor traffic offense ("minor" means that the maximum fine that could be imposed is \$200.00 or less), the Contractor shall immediately advise the Contracting Officer.

Employee Termination - The Contractor shall notify the Contracting Officer immediately whenever an employee performing work under this contract terminates employment. The Contractor will be responsible for returning all FAA-issued contractor/employee identification and all other FAA property.

Privacy Act of 1974 - The provisions of the Privacy Act apply to: (1) contracts awarded prior to September 27, 1975, which provide for design, development, and/or operation of a system of records on individuals for an agency function, and (2) contracts initiated on or after September 27, 1975, which may involve such system of records even when the system is not specifically identified in the particular contractual statement of work. Any contractor or employee thereof shall be considered an FAA employee for purposes of the criminal penalties provisions of the Act, if such contract is agreed to on or after September 27, 1975. FAR clauses 52-224-1 and 52-224-2 also apply herein. These provisions apply to any contractor serving as the collector, analyzer, or processor of data under grants or contracts to support FAA programs.

H.28 PERSONAL SERVICES

No personal services shall be performed under this contract. No Contractor employees will be directly supervised by the Government. Contractor employee's assignments and daily work direction shall be given by the applicable Contractor Supervisor. If the Contractor believes that any Government action or communication has been given that

PART III – ATTACHMENTSSECTION J – LIST OF ATTACHMENTS

Attachment 16	Transitional Implementation Plan – Eugene ATCT (SEA) (Incorporated by Reference)	
Attachment 17	Transitional Implementation Plan – Hillsboro ATCT (SEA) (Incorporated by Reference)	
Attachment 18	Transitional Implementation Plan – Addison ATCT (DFW-ADS) (Incorporated by Reference)	